



Statewide Internet Portal Authority

State of Colorado

Statewide Internet Portal Authority

Request for Proposal

**Independent Verification and Validation
And
Project Management Support
For The
Statewide Internet Portal**

November 23, 2004

1.0 Introduction

The Statewide Internet Portal Authority (SIPA) is conducting a competitive procurement to select a Project Management Support vendor for Colorado's Statewide Portal Project. SIPA is requesting proposals from qualified vendors interested in providing professional support services to SIPA to assist in overseeing the Portal Integrator vendor responsible for the design, build, operation, maintenance and support of the Statewide Internet Web Portal Project. The Portal Integrator will be progressing activities consisting of inter/intra/extra-net infrastructure and application development and operation in a benefit sharing, self-funding relationship.

The Project Management Support vendor will assist the SIPA by providing independent verification and validation review, estimating and cost/price analyses, assistance analyzing marketing efforts, review of system integration initiatives, quality assurance and configuration management support, and conducting financial audits.

The Statewide Internet Portal Authority was established in the 2004 Legislative Session (Senate Bill 244). The mission of the Statewide Internet (SIPA) is to provide efficient and effective services for citizens through the use of modern business practices and innovative technology solutions. Additional background information about the SIPA, its initiatives, commissions and other pertinent information can be found at: www.colorado.gov/protalauthority.

The purpose of this document is to solicit proposals demonstrating the respective vendor's experience providing project management support services, the vendor's project management and technical solution and the vendor's commercial proposal. SIPA will evaluate experience, approaches and commercial offer to determine which vendor offers the best value solution to provide the Project Management Support services. The work contemplated under this RFP will be contracted for using a task order contract.

2.0 Project Background

Acquiring, operating, and maintaining a Statewide Internet Web Portal capability has been a desire of Colorado State Government for some time. Initial efforts toward developing this capability were part of the New Century Colorado Project in 1999 and 2000. Given the lack of initial funding, the project was suspended in 2001. During the interim, the Governor's Office of Innovation and Technology (OIT) in cooperation with state agencies, collected requirements, refined approaches, and studied Internet portal initiatives in other states. In 2003, funding was identified by Governor Owens and legislation (Senate Bill 03-336) was signed on June 15, 2003 directing the Governor's Office of Innovation and Technology (OIT) and the Commission on Information Management (IMC) to develop a detailed Statewide Portal Plan. The Portal Plan was delivered to the Legislature on April 16, 2004.

During the 2004 Legislative Session, Senate Bill 04-244 was passed and signed by

Governor Owens on June 3, 2004 creating the Statewide Internet (SIPA), identifying the SIPA Board's membership, and establishing the legislative guidance and direction under which the Authority would operate. SIPA met for the first time on August 12, 2004 and subsequently authorized the preparation of this solicitation document and process on September 2, 2004.

3.0 Acquisition Schedule

SIPA will proceed with the following dates as the RFP's milestones leading to contract award. This schedule is subject to revision.

Issue RFP	November 23, 2004
Written Questions due	December 3, 2004
RFP Q & A's published	December 8, 2004
RFP proposals due	December 21, 2004
Contract Award	January 25, 2005

4.0 Proposal Submission Instructions

SIPA is the sole point of contact for questions and answers regarding this RFP. Please address any and all inquiries and comments regarding the RFP by fax, email or letter. Only written inquiries received prior to 8:00 AM on December 3 will be responded to.

Mail: Statewide Internet Portal Authority
C/O: Michael Cooke, SIPA Board Member
Colorado Department of Revenue
P.O. Box 17087
Denver, CO 80217-0087

Fax: (303) 866-2400

Email: portalauthority@state.co.us

Due Date, Time and Location

All proposals to be considered must be received by post or hand delivery by 5:00 pm, Local Denver, CO Time, December 21, 2004 and delivered to:

Statewide Internet Portal Authority
C/O: Michael Cooke, SIPA Board Member
State Capital Annex, Room 404
1375 Sherman Street
Denver, CO 80261

Any proposal that fails to meet the submission deadline will be rejected without opening, consideration, or evaluation.

Format and Quantities

Vendors are to submit six (6) hard copies not exceeding one hundred (100) pages not including the resumes that are to be provided as an appendix. Page format shall be a minimum of 10 point font, double-sided (2 pages), 8.5x11 inches. Additionally, one softcopy shall be submitted on a CD in WORD or PDF format.

4.1 Proposal Content and Organization

This section describes the minimum information to be included in the proposal. Prospective bidders are to provide concise, sufficient description of their approach and solution to the respective requirements. Prospective bidders are encouraged to submit novel, innovative approaches to demonstrate relevant skills, experiences and efficiencies. If there are areas where the vendor proposes an alternate approach, reasoning is to be provided as to the benefits of the suggested alternative.

The proposal is to consist of an Experience and Technical Section and of a Commercial Section. The Experience section is to contain the responses to Section 4.1.1 to 4.1.4 inclusive. The Technical Section is to contain the responses to Section 4.1.5, and the Commercial Section is to contain the response to Section 4.1.6.

In the Commercial Section there is to be a corresponding list of the Statement of Work activities containing costing information and methodology of how the services will be charged. FINANCIAL INFORMATION IS NOT TO BE INCLUDED IN OTHER SECTIONS OF THE VENDOR'S PROPOSAL!

4.1.1 Introduction

Provide a letter identifying the names and roles of the vendor's participants. Identify one person as the vendor's point of contact with their address, telephone numbers and email address. An authorized representative of the vendor's organization must sign the letter. If the vendor is a joint venture that is not a legal entity then the joint venture members are to sign the letter. There is to be a statement that the vendor accepts the terms and conditions of the RFP without exception or amendment.

4.1.2 Organization and Experience

The Vendor is to state its organization's capabilities to effectively manage and carry out the activities involved in providing Project Management Support services as well as the Contractor Resource Management activities.

4.1.2.1 Organizational Structure

The vendor is to identify and discuss the roles and responsibilities of the participants and key individuals. Any change to a vendor's organization is to be immediately identified to Portal Authority identifying such removal, replacement or addition.

4.1.2.2 Organization Chart

The vendor is to provide an organizational chart identifying the participants and the major functions they are to be responsible for along with their reporting relationships. The information is to indicate the functional structure down to the respective discipline leader.

4.1.2.3 Experience

Describe no more than three (3) projects with an emphasis on providing project management services. Describe the experiences of those projects and how they apply to Colorado's Portal Project Management Support services requirements. Provide the customer and reference contact information, contract milestone dates and the vendor's proposed team and their respective roles on those projects.

4.1.3 Project Team and Key Individuals

Resumes of key individuals are to be provided and are to be limited to one page each, highlighting directly related experience. The respective project team's location(s) are to be identified. Resumes submitted are to be of individuals that will staff this Project.

4.1.4 Contract Resource Management and Administration

Vendors are to discuss their approach to managing and administering the Contract's resource requirements of Section 7.1, below, addressing such elements as initiative management, contract management, scheduling, cost accounting and quality control.

4.1.5 Project Approach

The vendor is to describe its solution for providing the Project Management Support services of Section 7.2 to 7.6, below. The vendor is to provide sufficient information to demonstrate its organization's and its proposed individual(s) skills to effectively provide these services on the 'as required' basis in Project Management Support role.

4.1.6 Commercial Proposal

The Commercial Proposal is to provide a comprehensive listing of all costs for the services. Vendors are required to submit itemized cost element breakdown proposals for items described in this RFP under a separately bound cover. All charges and costs are to be included in the cost sheet. All price quotations shall be valid for at least 90 days from the date of proposal opening.

The cost element breakdown supporting the above requirements for the vendor and all subcontractors shall be prepared in the following format:

By discipline/individual

Hourly Rate

Consultants/Subcontractors

A

B

C

The legal structure of the vendor's organization is to be provided as it relates to providing and achieving the Project's objectives and commitments. If the vendor's organization has not yet been formed, provide a brief description of the proposed structure and underlying agreements.

Draft Contract Section

Attached to this RFP is the Draft Contract. The vendor is to provide any comments it has concerning the Draft Contract in this Section. Any comment to any terms and conditions is to consist of an explanation of the concern or issue together with suggested alternate, equitable language.

5.0 Basis for Award

Each evaluation criteria has a maximum number of points reflecting its relative importance. Each Evaluation Committee member will evaluate and score each proposal. Any Evaluation Committee member may or may not assign the maximum score for any criteria. After completion of the individual ratings, the Evaluation Committee will assemble and discuss each vendor's submittal. Members may alter their ratings during the meeting; any changes are to be based solely on the criteria of this RFP.

The factors that will be evaluated within each response section will include, but not limited to, the following elements:

Organization and Experience

- Experience in projects of similar size and scope
- Effective organization authority and structure
- Realistic, efficient and effective management
- Project references

Project Team and Key Individuals

- Project team experience of similar scope and complexity
- Sufficient experience in the required different disciplines
- Key individual experience, capabilities and functions

Project Approach

- Understanding Project scope and objectives
- Understanding goals for the Project
- Sufficiency to develop and achieve Project scope and objectives

Project Management and Administration

- Effective management approach
- Understanding and managing ‘as required’ resource approach

Commercial

- Hourly rates and any other costs
- Draft Contract Comments

Upon completion of the evaluation, total scores for each vendor’s proposal will be calculated and the ranked list of vendors examined. SIPA reserves the right to reject any or all of the proposals. SIPA also reserves the right to waive any irregularities or technicalities in considering or evaluating the proposals.

6.0 RFP Terms and Conditions

These RFP terms and conditions govern this solicitation. Vendors are to acknowledge acceptance of these terms and conditions in their proposal introduction letter to receive consideration of their submittal. Evaluation and selection of the successful vendor is at the sole discretion of the Evaluation Committee and decisions are final.

COLLUSIVE BIDDING- The vendor’s signature on their proposal cover letter is a guarantee that the proposal has been arrived at without collusion with other vendors. Vendors are not restricted to forming joint ventures, partnerships or consortia, however if

any participant is working in more than one such proposal team, that participant is to establish reasonable controls so as to not permit any flow of information across or amongst proposal teams and their submittals.

SIPA will not be responsible for any costs incurred by any vendor in the generation or submission of its proposal, visits, presentations given to personnel or its designees, documentation provided to personnel or its designees, production of any literature, or any other costs incurred while participating in the proposal and evaluation process. All proposals and accompanying documentation provided in response to the Request for Proposal, will become the property of SIPA.

SIPA will exercise reasonable efforts to limit circulation of vendor's proprietary materials to SIPA members or their designees. Vendors must mark any submitted material, which they regard as confidential with a "PROPRIETARY MATERIAL" designation. Due to the public nature of the institution, SIPA cannot guarantee that submitted materials will not be reviewed by outside parties. In any case, SIPA will not be responsible for the inadvertent or accidental release of such materials to unauthorized parties.

SIPA reserves the option to request an on-site presentation from any vendor who submits a proposal. SIPA may consider informal any proposal not prepared and submitted in accordance with the provisions of this RFP, and reserves the right to waive any and all informalities or to reject any and all proposals.

7.0 Statement of Work (SOW)

The following is the outline description of the baseline activities for which the Contractor will be responsible.

The Contractor's team shall consist of experienced, multi-disciplined professionals available on an 'as-needed' basis. It is not expected any one individual will be required on a full-time basis. The team's work and staffing are to be scheduled in an optimum manner focusing on and achieving economies and efficiencies. The team must remain flexible and responsive to a changing baseline management environment that often has new direction and revised priorities.

The participants involved with this contract will be the Contractor responsible for performing the services identified below, SIPA, and the Portal Integrator who is responsible for the Portal's infrastructure and integration implementation activities.

The Contractor will review the Portal Integrator's activities and deliverables to provide independent verification and validation, provide recommendations of "best practice" and identify any deficiencies against agreed requirements.

It is important to note that the Financial Audit efforts will need to be carried out by an organization that is independent to the Contractor's business operations, as access to the

Portal Integrator's proprietary commercial data will be required. This independence needs to be sufficient to SIPA as well as the Portal Integrator's reasonable requirements.

For additional details about the Portal Integrator's activities, prospective bidders should review Section 7.0 REQUIREMENTS and Section 8.0 STATEMENT OF WORK contained within the Request for Proposal for an Integration Contractor to Design, Build, Operate, Support and Maintain a Statewide Internet Web Portal.

7.1 Contractor Resource Management

The Contractor shall designate one individual as Project Manager, responsible for the cost, schedule and technical performance of the Contractor's services. The Contractor shall determine the management, organization, responsibility, controls, and the extent to which they apply to this project. The Contractor shall schedule work and staff in an optimum manner focusing on economies and efficiencies. The Contractor must remain flexible and responsive to a changing environment that often has new direction and revised priorities. The Contractor shall plan, coordinate, and supervise all assigned tasks to insure accomplishment within the time required and in the quality expected. The Contractor shall maintain an accurate, job- time-cost accounting system that will permit the examination of the Contractor's cost-effectiveness and manpower utilization.

7.1.1 Project Schedule and Cost

The Contractor's Project Manager shall produce the schedule of work that allows their work force to provide support and assistance as specified by SIPA. The Contractor shall determine all major and minor problems associated with the areas of maximizing value for money, scheduling techniques and shall recommend solution(s) to problems encountered and propose alternatives or solutions. The Contractor shall notify SIPA of any revisions to the methods and techniques utilized.

The Contractor shall propose for review and approval by SIPA the method for tracking cost, schedule, and technical performance of the work of this Contract. The Contractor shall determine the procedures for relating cost to schedule and technical performance to assess the logical relationship of these three factors as they apply to relevant tasks. The Contractor shall establish control over the use of man-hours in delivering the services of this project. The Contractor shall determine the control needed to achieve the most effective call-up, as-needed resourcing approach to provide the diverse support services needed by this Project.

7.1.2 Management Reviews

The Contractor shall present and administratively support progress reviews. These reviews will be held at least quarterly. The topics of these reviews shall include staffing, management concerns, scheduling, costs, identification, and discussion of program issues, and status of resolved or unresolved action items from previous meetings. The contractor shall make input to the agenda.

The Contractor shall prepare and deliver Project Status Cost and Performance Reports. This Report shall contain a summary of staffing by category and summary of work performed during the reporting period; updated milestones to reflect changes in the project schedule; a synopsis of all meetings the Contractor has conducted in performance of the Contract; all approved Task Orders revisions; a synopsis of contractor proposed contractual amendments; a detailed description of all problems, risks, or delays experienced during the reporting period, and a description of all planned activity during the next reporting period. These reports shall indicate performance in terms of predicted and planned progress against actual progress. Cost performance shall include budgeted versus actual expenditures along with planned remaining versus budgeted remaining. An analysis of variance deliverables versus cost is also required

7.1.3 Deliverable Submission

Task Orders will detail deliverable requirements. Every effort will be made to provide a "paperless" environment. Whether the submission is electronic or paper the Contractor shall be responsible for tracking deliverables.

7.2 Program Management

The Contractor is to provide all personnel, supervision, management assistance and other services necessary to perform the Portal Project's verification and validation efforts and owner's representative activities in support of SIPA. These functions are divided among the organizational elements of the Portal Project. The Contractor shall provide support necessary to analyze and support the Portal Integrator's schedules, develop cost estimates, review specifications, requirements and other related documentation, and progress analyses of all aspects relating to the Portal Project including, but not limited to, contract management, financing management, risk mitigation and requirement sufficiency as well as validation of the Portal Integrator's quality control processes and requirements management.

7.2.1 Assistance in Developing Positions

The Contractor shall provide recommendations to SIPA when requested in areas such as:

- a. Architectural changes,
- b. New or changed prototyping strategy,
- c. Incorporation (or deletion) of new (or existing) technical requirements,
- d. Changes in planned organizational usage and concepts,
- e. Sizing of impact of hardware changes on software and vice-versa, and
- f. Financing justification and cost accounting.

7.2.2 Reviews and Studies

As required, the Contractor shall provide reviews and/or studies of other program cost

analyses, technical analyses, or other related activities. The Contractor will assist in preparing for Milestone/Program reviews and case studies of results. The Contractor shall document findings, lessons learned, and report the same to SIPA in a timely manner.

7.2.3 Master Program Schedule

The Contractor shall assist SIPA in analyzing the Portal Integrator's Master Program Schedule. This schedule is to be integrated in such a manner as to account for significant dependencies. This analysis shall include proposed and "what-if" schedules into the project office master schedule. The Contractor shall report schedule deviations for all milestones when inputting proposed schedules as a subset of the Master Schedules. For key milestone deviations reflecting slippage, the Contractor shall identify the impact of the slippage and make suggestions to SIPA of action(s) necessary to achieve on-time completion of the end activity. The Contractor shall validate the resource plan for activities undertaken by the Integrator used by the Master Program schedule.

7.2.4 Program Documentation and Document Reviews

The Contractor shall provide recommendations to SIPA for developing and/or maintaining the Portal management documentation. The Contractor is to review all documentation for continuity, compliance, and accuracy; provide recommendations for corrections and improvements. This documentation includes, but is not limited to, the following:

- a. Mission Need Statement,
- b. Operational Requirements (inclusive of RAS and support service levels),
- c. Program Life Cycle Cost Estimate,
- d. Program Baseline,
- e. Test and Evaluation Plan
- f. Modified Integrated Network Summary,
- g. Integrated Support Plan,
- h. Program Management Plan,
- i. Risk Assessments.

The Contractor shall review all Portal Integrator documentation for compliance with State standards and Task Order requirements from the perspective of adequacy of system development, quality, test and implementation. Reviews shall provide recommendations for improvement and proposed solutions. The following list of characterizes the type of documents to be reviewed:

- a. System Specifications,
- b. Interface Requirements Specifications, or, Interface Control Documents,
- c. Design Specifications,
- d. Software and Hardware Requirements Traceability Reports,
- e. Software Requirements Specifications,
- f. Software Development Plan,

- g. Software Metrics and Anomaly Reports,
- h. Software Quality Program Plans and Reports,
- i. Software User Manuals,
- j. Software Operator Manuals,
- k. Software and System Test Plans, Procedures, and Reports,
- l. Version Description Documents,
- m. Configuration Management Plans,
- n. Risk Management Plans and Reports.

7.3 Quality Assurance/Quality Control

7.3.1 Design

7.3.1.1 System Integration Initiatives

The Contractor will assist SIPA in reviewing the Portal Integrator's integration initiative proposals from the perspective of technical solution comprehensiveness, standards compliance, extensibility of the integration strategy, prioritization appropriateness, business case analysis, cost element breakdown analysis and initiative financing solution. The Contractor may be asked to, or suggest to SIPA, to conduct a value engineering review of the proposed approach.

7.3.1.2 Technical Support and Value Engineering Reviews

The Contractor shall have a working knowledge of industry and government standards on the implementation of information and telecommunications networks and systems. System, hardware, and software engineering input required on engineering changes and upgrades of systems are to be compatible with the State's hardware, software and open architecture standards. The Contractor shall have a working knowledge of operating systems, user authentication, security, database management systems, application servers, web servers, web services, networking, data communications, interfaces, and data processing along with the respective tools, techniques and standards. The Contractor shall provide system engineering input to SIPA on system analysis of computer technologies employed. The engineering analyses shall consider, but not be limited to, life cycle costs (5-10 years), value engineering recommendations, and engineering changes submitted to SIPA for approval. The analyses shall also consider alternatives from the perspective that the best value, lowest risk, portable, expandable and open architecture solution is being provided by the Portal Integrator.

The Contractor shall evaluate design approaches to system interfaces and the respective documentation to ensure interface requirements are achieved. The Contractor shall report problem areas and make specific recommendations to SIPA to resolve problems or issues. The Contractor shall evaluate design approaches to hardware use, design, architectures and system interfaces. The Contractor shall report problem areas and make specific recommendations to the program office to resolve problems or issues.

Analyses shall consider the cost-effectiveness of operations utilizing evolving technology. The Contractor will review system configurations for appropriateness. All evaluations shall include recommendations and proposed modifications.

The Contractor shall evaluate specifications and drawings, including revisions; and participate in design reviews and audits of those documents. The Contractor shall prepare for and attend meetings, requirements reviews, design reviews, working groups, and briefings related to system and software development, security and identity management to assess progress against the requirements. The Contractor shall report issues and/or problems and recommend to SIPA specific actions to resolve them.

The Contractor shall investigate and analyze the developer's design approach, methodology, processes, and ability to efficiently and effectively meet system requirements. All evaluations shall include recommendations and proposed solutions. The scope of this work shall encompass, at a minimum, supporting the following:

- a. All aspects of the system design,
- b. Formal and Informal Design Reviews,
- c. System Developer Deliverables,
- d. Metrics,
- e. Test Plans, Descriptions and Reports,
- f. Code Analysis/Inspection,
- g. Human Factors Engineering,
- h. Prototyping,
- i. Assess COTS and GOTS,
- j. Compliance with contract standards/requirements,
- k. Compliance with Portal Authority directives,
- l. Adequacy in supporting system development, quality, test, delivery, and field support,
- m. Changes/modifications; and,
- n. Impact on other systems and/or subsystems.

7.3.1.3 Configuration Management

The Contractor shall provide configuration management assistance for hardware and software to SIPA. These efforts shall include but not necessarily be limited to baseline management, configuration management and configuration control audits.

The Contractor shall review the Portal Integrator's configuration management system, change management process, and record-keeping methodology for SIPA. The Contractor shall assure the validity of the baseline configuration control documentation through periodic audits.

7.3.1.4 Portal Design and Integration Activities

The Contractor shall provide technical advice as it pertains to design reviews (e.g.

design reviews, monthly and quarterly status reviews, etc.) for Portal systems to insure that all aspects have received appropriate consideration, advise SIPA of the full range impacts of system from requirements definition through task order negotiation and implementation, and perform design trade-off analysis and support the evaluation of cost impacts on design changes. The Contractor shall review program test plans and procedures for an integrated assessment of program support. The Contractor shall provide reports of its evaluations of the Portal Integrator's efforts in achieving objectives in the above areas.

7.3.1.5 Portability, Standardization and Interoperability

The Contractor shall evaluate designs to ensure the system's portability, standardization and interoperability.

7.3.2 Development

7.3.2.1 Assessment of the Portal Integrator's Development Methodology

The Contractor shall assess the Portal Integrator's Development Methodology to ensure that it conforms to industry "best practices".

7.3.2.2 Quality Assurance (QA) and Configuration Management (CM)

The Contractor shall assist in the evaluation of the Portal Integrator's QA and CM processes. The Contractor shall anticipate and identify problems with recommended actions to SIPA to improve QA performance. The Contractor shall review and audit development progress, specifications, plans, studies and analyses, and general contract data requirement deliverables. Review/audit also include reviewing systems level operation and maintenance procedures, performance improvements criteria, tools assessments, metrics management, configuration management, release management, technical orders, maintenance practices, and technical orders. The Contractor shall review analyses of hardware and software in order to determine sufficiency of process control and software assurance requirements. These processes and activities shall include, but not be limited, to the following:

- a. Software Management and Change Processes,
- b. Configuration Control Boards,
- c. Developer QA and CM Processes and Procedures
- d. Functional Configuration Audit/Physical Configuration Audit,
- e. Software promotion strategies, coordination and ownership.

7.3.2.3 Independent Verification and Validation (IV&V)

The Contractor shall progress agreed activities to ensure via test and validation procedures that the systems meets requirements and objectives, and shall help to reduce total system life cycle cost by promoting the discovery of design errors early in the

system development process. Such activities include but are not limited to, reports, assessments, analyses, reviews, and independent tests.

7.3.2.4 Test Witnessing

The Contractor shall attend system and software testing, and assist in the evaluation of the Portal Integrator's associated test processes, organization, test plans and procedures, and test results. All evaluations shall include recommendations and proposed solutions. The Contractor is to provide on site witnessing support during tests to serve as a liaison with SIPA. Further, the Contractor shall provide this support, as applicable, during unit, subsystem, system, integration, and formal acceptance testing. Due to the rapid pace and short duration of test events, quick resolution to problem situations is essential. The Contractor shall provide coordination support to SIPA as required to assist in the resolution of these situations.

7.3.2.5 Test and Evaluation

Test and evaluation of the Portal systems is an integral facet of the development effort. Just as the traditional systems development arena is becoming evolutionary, so must the test and evaluation activities. The Contractor shall analyze and report suggested metrics and targets. Test and evaluation includes the following activities:

- a. Developmental or Technical Tests,
- b. Functional tests,
- c. Operational Tests,
- d. Acceptance Tests,
- e. Computer Resource Utilization Tests
- f. Qualification Testing,
- g. Regression Testing,
- h. Security Testing,
- i. Interoperability and Joint Interoperability Testing.

The Contractor shall provide a recommendation, after analysis, of the suitable size of the regression test suite and what test cases should be included in the regression suite.

7.3.2.6 Support Test Planning

The Contractor shall review and analyze existing test planning documentation and procedures to ensure their correctness and adequacy. The Contractor will review and comment on documentation, plans and procedures concerning the testing program and make recommendations for improvement. As these documents and schedules impact on many participants, the Contractor's review shall assist in ensuring that proper coordination is effected throughout the development process. Contractor shall review specific test plans to ensure coverage of testing strategies.

7.3.2.7 Review Test Related Documentation

The Contractor shall review all Portal Integrator and Portal Authority related test documentation. These reviews shall be accomplished in a timely and accurate fashion. Particular attention must be paid to information presented, such as system details, capability statements, numerical data, and schedules, to ensure they are complete and properly stated. Inaccurate or incomplete data in these documents could cause serious problems during test and evaluation activities. Comments based on reviews of these documents shall be prepared accurately and constructively and forwarded to SIPA in a timely manner.

7.3.2.8 Develop Software IV&V Audit/Checklist Forms/Reports

The Contractor shall develop forms, checklists and reports, based upon applicable project standards and procedures, which will be used to assess Portal Integrator's work in the areas of software development, quality assurance, configuration management, and test and evaluation. The Contractor shall audit the Portal Integrator's QA and CM activities for effectiveness and compliance with industry standards. The Contractor shall report on areas of concerns and improvement recommendations for improving QA and CM effectiveness.

7.3.3 Operations and Management

7.3.3.1 Baseline Management

The Contractor shall maintain a formal baseline configuration and update this baseline as new items are approved. The Contractor shall assist SIPA in monitoring the Portal Integrator's hardware and software configuration management efforts and make recommendations for correcting deficiencies and making improvements.

7.3.3.2 Software Quality Metrics

The Contractor shall coordinate with SIPA in providing recommendations to develop "best practices" quality metrics process. A key emphasis of the "best practices" will be the identification of initiatives for product, progress and process improvements, and the control mitigation of technical/performance risks. The Contractor shall review the Portal Integrator's software and technical metric reports periodically, and evaluate these for product, progress and process improvement.

7.3.3.3 Reliability, Availability and Maintainability Metrics

The Contractor shall review performance measures data and analyses from predicted data and test data, evaluate allocated requirements and system design to assess the ramifications to operational requirements and effectiveness, and recommend to SIPA specific changes to satisfy requirements.

7.4 Portal Marketing

The Contractor is to review the Portal Integrator's marketing plans, marketing materials and analysis methodology from the perspective of sufficiency and achieving maximum accuracy. The Portal Integrator's marketing requirements consist of identifying constituent requirement deficiencies, forecasting adoption rates, performing pricing sensitivity analysis, validating that the Integrator has established a methodology for determining what the market will bear in terms of surcharges, service fees, or convenience fees, evaluating assumptions and identifying the solution the respective constituent group (e.g. individuals, businesses, State Agencies, political subdivisions) requires. Follow-on marketing activities will consist of evaluation of target versus actual adoption rates and results, and how to improve a respective initiative's performance.

7.5 Financial Management

7.5.1 Estimating and Cost/Price Analysis

Because of the comprehensive nature of the Portal Project, its self-funded financing, and how it relates to the State's IT infrastructure, it is imperative that dependable, auditable life cycle costs and estimates, as well as revenues, be kept current. The Portal Task Order's baseline cost element breakdown needs to be initially established as it is necessary to track the implemented, operational solution as the respective task orders self-funded and subsequent benefit sharing phases' finances rely on this data. The cooperative exchange of estimate and cost data is essential to the formulation of a valid accounting and audit position. In addition to maintaining estimating and costing data, the Contractor will be requested to respond to "what if" type estimate and cost questions based on either technical or programmatic changes in the program and to make recommendations.

7.5.2 Cost Estimating and Analysis

The Contractor shall collect, review, and update cost data for services, software and hardware, and prepare other cost estimates. The Contractor shall use spreadsheet models and other appropriate tools. SIPA will approve all the tools and the methodology used in cost estimating. All estimates are to be updated as required. The Contractor shall provide personnel cognizant with industry accepted costing methodologies. Most importantly, all estimates shall be documented in order to create an audit trail for SIPA and shall be subject to internal and external reviews. In performing these tasks, the contractor shall prepare costs estimates for activities associated with:

- Portal Project Management,
- Help Desk and Training,
- Portal Marketing efforts,
- Portal Fund Operations,
- Legislative Matter Analyses,
- Portal Infrastructure,

Security Management Solution,
Identity Management Solution,
Application Integration Solution,
Content Management Solution,
Communication/Collaboration Solution,
Portal Operation,
Hosting Solution,
Integrated User Applications,
Look and Feel Refresh,
Electronic Payment Engine,
Open Architecture Solution.

7.5.3 Financial Audit

The Contractor shall conduct annual audits of the Portal Integrator's task order accounts in accordance with generally accepted auditing standards and Government Auditing Standards. The audit shall include such test of the accounting records and such other auditing procedures as are considered to be necessary in the circumstances. The audit is to be carried out such that an unqualified opinion is rendered. Should circumstances disclosed by the audit call for a more detailed investigation by the Contractor than necessary under ordinary circumstances, the Contractor shall inform SIPA.

The audits are to be carried out by an organization that is independent to the Contractor's business operations, as access to the Portal Integrator's proprietary commercial data will be required. This independence needs to be sufficient to SIPA as well as the Portal Integrator's reasonable requirements.

7.6 Network Security

The Contractor shall have a working knowledge of network security and shall provide value engineering input to SIPA on the network security technologies employed. The analyses shall consider, but not be limited to, life cycle costs (5-10 years), value engineering recommendations, and engineering changes submitted to SIPA for approval. The analyses shall also consider alternatives from the perspective that the best value, lowest risk, scaleable, and open architecture solution is being provided by the Portal Integrator.

State of Colorado
Statewide Internet Portal Authority

Independent Verification and Validation
And
Project Management Support
Draft Contract

with

Preamble

This is a task order contract ("the Contract") between _____ (hereinafter referred to as the "Contractor"), a company organized and existing under the laws of _____, with its registered office at _____ and the Statewide Internet Portal Authority (hereinafter referred to as "SIPA"), with its office at _____, Denver, Colorado _____.

Article 1: **Scope of Work**

The Contractor shall progress all activities, including reports and all related services, in accordance with all the requirements of this Contract, the Statement of Work – Appendix A, and the respective authorized Task Orders issued by SIPA. Each Task Order shall specify the Work to be performed, objectives, level of effort, third party activities, costs, key personnel, deliverables, acceptance criteria and performance schedule.

Tasks will be defined, negotiated, and ordered by agreement of the parties based on the rates established in Appendix _____ and are subject to the same terms and conditions established in this Contract. The Contractor understands that there is no guaranteed minimum commitment by SIPA to issue task orders pursuant to this Contract. Changes to terms, conditions, and prices specified, or other provisions of the contract shall be completed by formal amendment and signed by SIPA. Task orders processed in accordance with this paragraph shall occur as follows:

If SIPA has need of services, and the Contractor agrees to provide those services, SIPA shall provide a definition of the requirements to the Contractor. The Contractor will propose a price for the task using the rates agreed to and identified as Appendix _____ to the Contract and attached to the Contractor's proposal. The proposal shall include the estimated number of hours, material costs, and amount of other elements of cost priced by the parties in the rates established in Appendix _____, as well as the proposed time of performance, in a form acceptable to SIPA.

Upon negotiation and agreement of the parties concerning the statement of work, the price, and the time of performance, the Task Order attached as Exhibit _____ to the Contract shall be prepared and signed by both parties. Performance of the work and payment for that work shall be governed by the standards and procedures set forth in this Contract. Upon negotiation and acceptance of the Task Order, the Contractor warrants that performance will be successfully completed within the time frame and price stated in the task order. SIPA's financial commitment stated in the respective Task Order shall not be considered valid until SIPA executes the Task Order.

This Contract will be offered to political subdivisions. SIPA, Article 33 below, must approve all Task Orders or other requests regarding this Contract from political subdivisions. SIPA shall establish the priority of requests and determine the policies and procedures for providing services to political subdivisions under this Contract.

Article 2: Duration, Renewal, and Non-Exclusive Contract

The effective date of this contract shall be the date signed by SIPA or its designee, or mm.dd.yyyy, whichever is later. Subject to the rights of either of the parties to terminate this Contract as elsewhere set forth herein, this Contract shall expire <TBA – initial 3 yr term>. This Contract may be renewed by SIPA for two (2) two-year additional periods as agreed by the parties.

Article 3: Consideration

A. In consideration for the respective Task Order work carried out by the Contractor, the Contractor shall receive the agreed compensation as stipulated in the Task Order.

B. The cumulative not to exceed amount for all task orders issued pursuant to this contract shall not exceed _____. SIPA's financial obligation is limited by this amount, and the contractor shall accept no task orders, which result in a cumulative amount in excess of the not to exceed amount stated in this paragraph. Increases or decreases to the not to exceed amount shall be completed by formal amendment and signed by SIPA or its designee.

C. SIPA shall establish billing procedures, if applicable, and requirements for payment due the Contractor in providing performance pursuant to this Contract. The Contractor shall comply with the established billing procedures and requirements for submission of billing statements. SIPA shall comply with CRS 24-30-202(24) when paying vendors upon receipt of a correct notice of the amount due for goods or services provided hereunder.

Article 4: Acceptance

A. The Contractor shall submit a Notice of Completion to SIPA when the corresponding Task Order or part thereof has been completed. Each invoice shall contain or be accompanied by a written notification from the Contractor that the Task Order or part thereof has been completed.

B. SIPA shall, within fifteen (15) working days from the date of receipt of the Notice of Completion notify the Contractor in writing of those particulars, if any, in which the Work does not meet the requirements of the relevant Task Order(s). Failure of SIPA to so notify the Contractor shall be deemed acceptance of the Work.

C. If any work does not conform to Contract requirements, SIPA may require the Contractor to perform the services again in conformity with contract requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, SIPA may (1) require the Contractor to take necessary action to ensure that the future performance conforms to Contract requirements and (2) equitably reduce the agreed consideration due the Contractor to reflect the reduced value

of the work. These remedies in no way limit the remedies available to SIPA in the termination provision of the Contract, or remedies otherwise available at law.

Article 5: **Taxes and Duties**

A. SIPA, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code [No. 84-730123K] and from all state and local government use taxes [C.R.S. 39- 26-114(a) and 203, as amended]. The Contractor is hereby notified that when materials are purchased for the benefit of SIPA, such exemptions apply except that in certain political subdivisions the vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to SIPA. These sales or use taxes will not be reimbursed by SIPA.

B. The Contractor shall be responsible for, and shall hold SIPA harmless from, all taxes, duties, and similar liabilities which may arise under the Contractor's national, federal, state, or local laws, and which become due by reason of the performance of the Work under this Contract or any subcontract hereunder, and shall comply with any requirements of such laws as may be necessary to effectuate this Contract.

Article 6: **Warranty**

The Contractor warrants that the Work to be performed hereunder shall be carried out with reasonable skill, care and diligence. This warranty is without prejudice to, or forfeiture of, any other rights and remedies SIPA may have under this Contract or at law or equity.

Article 7: **Rights in Data, Documents and Computer Software or Other Intellectual Property**

A. All intellectual property including without limitation, databases, software, documents, research, programs and codes, as well as all, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the Contractor in the performance of its obligations under this contract shall be the exclusive property of SIPA. Unless otherwise stated, all such materials shall be delivered to SIPA by the Contractor upon completion, termination, or cancellation of this Contract or each Task Order. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of the Contractor's obligations under this contract without a prior written consent of SIPA. All documentation, accompanying the intellectual property or otherwise, shall comply with SIPA requirements which include but is not limited to all documentation being in a paper, human readable format which is useable by one who is reasonably proficient in the given subject area.

B. All right, title and interest in and to all copyrights in the Work created and delivered hereunder are hereby assigned SIPA. The Contractor hereby waives all moral rights with respect to the assigned copyrights under this paragraph. When applicable, the Contractor

hereby agrees that the Work delivered under this Contract shall constitute SIPA proprietary data and shall be marked accordingly.

C. The Contractor agrees to and does hereby grant to all State agencies, political subdivisions of the State and the United States Government irrevocable, nonexclusive, non-transferable and royalty-free license to use, according to law, any material or article and use any method that may be developed as a part of the work under this Contract. The Contractor shall be permitted to use, according to law, any material or article and use any method that may be developed as a part of the work under this Contract elsewhere in connection with work for any other political subdivision of the State, as well as the United States Government.

D. Contractor agrees not to use any information, designs, data or other intellectual property provided SIPA hereunder or to which SIPA has exclusive rights other than for purposes of this Contract.

E. All confidential and proprietary data shall be marked as such under this Contract provided always that such marking shall not itself be considered dispositive of the right, title and interest thereto.

F. The Contractor shall cooperate in all ways necessary to ensure that SIPA may obtain, exercise or protect its rights under this Article 7. The Contractor shall ensure that any and all of its subcontractors or suppliers of any tier are obligated to do what is necessary in order to fulfill SIPA's rights granted under this Article 7. The Contractor warrants that it has or will obtain full power and authority to carry out the provisions of this Article 7 from all persons and other entities who perform any work under this Contract or any subcontract related hereto.

Article 8: Intellectual Property Indemnification

A. Contractor shall defend, at its sole expense, any claim(s) or suit(s) brought against SIPA alleging that the use by SIPA of any product(s), or any part thereof, supplied by Contractor under the Contract constitutes infringement of any patent, copyright, trademark, or other proprietary rights, provided that SIPA gives Contractor written notice within twenty (20) days of receipt by SIPA of such notice of such claim or suit, provides assistance and cooperation to Contractor in connection with such action, and Contractor has sole authority to defend or settle the claim. Contractor shall consult SIPA regarding such defense and SIPA may, at its discretion and expense, participate in any defense. Should SIPA not choose to participate, Contractor shall keep SIPA advised of any settlement or defense.

B. Contractor shall have liability for all such claims or suits, except as expressly provided herein, and shall indemnify SIPA for all liability incurred by SIPA as a result of such infringement. Contractor shall pay all reasonable out-of-pocket costs and expenses, and damages finally awarded by a court of competent jurisdiction, awarded or agreed to by Contractor regarding such claims or suits.

C. If the product(s), or any part thereof, become the subject of any claim, suit or proceeding for infringement of any patent, trademark or copyright, or in the event of any adjudication that the product(s), or any part thereof, infringes any patent, trademark or copyright, or if the sub-license or use of the product(s), or any part thereof, is enjoined, Contractor, after consultation with SIPA, shall do one of the following at Contractor's expense: (a) produce for SIPA the right under such patent, trademark or copyright to use or sub-license, as appropriate, the product or such part thereof; or (b) replace the product(s), or part thereof, with other suitable products or parts conforming to the original license and SIPA specifications; or (c) suitably modify the products, or parts thereof. Except as otherwise expressly provided herein, Contractor shall not be liable for any costs or expenses incurred without its prior written authorization.

D. Contractor shall have no obligation to defend against or to pay any costs, damages or attorney's fees with respect to any claim based upon: (a) the use of any altered release if Contractor had not consented to the alteration, or (b) the combination, operation or use of the product(s) with programs or data which were not furnished by Contractor, if such infringement would have been avoided if the programs or data furnished by persons or entities other than Contractor had not been combined, operated or used with the products(s), or (c) the use of product(s) on or in connection with equipment or software not permitted under the Contract if such infringement would have been avoided by not using the product(s) on or in connection with such other equipment or software.

Article 9: SIPA-Furnished Documents, Examination and Ownership

A. With respect to any documents that SIPA is required to provide or does provide to the Contractor pursuant to this Contract, the Contractor shall exercise due care to ensure that such documents are sufficient for the performance of this Contract, and that they contain no manifest errors. The Contractor shall give SIPA written notice within fifteen (15) days of the event that it discovers any error, omission or anomaly in any such document at any time.

B. Any reports, studies, photographs, negatives or other documents or drawings prepared by Contractor in the performance of its obligations under this Contract shall be the exclusive property of SIPA. The Contractor upon completion, termination, or cancellation of this contract shall deliver such materials SIPA. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of SIPA.

Article 10: Confidentiality

Proprietary information for the purpose of this contract is information relating to a party's research, development, trade secrets, business affairs, internal operations and management procedures and those of its customers, clients or affiliates, but does not include information lawfully obtained by third parties, which is in the public domain, or which is developed independently.

Neither party shall use or disclose directly or indirectly without prior written authorization any proprietary information concerning the other party obtained as a result of this contract. Any proprietary information removed from SIPA's site by the Contractor in the course of providing services under this contract will be accorded at least the same precautions as are employed by the Contractor for similar information in the course of its own business.

A. The Contractor shall have the following obligations with respect to the information contained in this Contract, including any work package(s); any reports or work provided by the Contractor hereunder; all proprietary data; and any information supplied to the Contractor by or on behalf of SIPA in connection with this Contract that is identified as confidential at the time it is so supplied. Such identification shall be made or confirmed in writing.

- (1) The Contractor shall take all reasonable measures to protect the confidentiality of such information.
- (2) The Contractor agrees that it shall use such information solely in connection with this Contract, unless alternative uses are explicitly authorized by SIPA with respect to specifically designated information.
- (3) The Contractor shall not disclose such information to third parties, or have it disclosed, in any manner or form, so long as it remains confidential, without the explicit authorization of SIPA

B. Subject always to any rights in or licence to the same granted to SIPA herein, SIPA shall have obligations reciprocal to those in this Article above with respect to any information that is supplied to SIPA by or on behalf of the Contractor within the scope of this Contract that is identified as confidential at the time it is so supplied and is proprietary to the Contractor.

C. Paragraphs A and B of this Article shall continue to apply, irrespective of any expiration or termination of this Contract, unless and until such time as such information comes into the receiving party's lawful possession independent of disclosure in connection with this Contract, or otherwise lawfully to the general public.

D. Notwithstanding the fact that the information described in paragraph A above may now or in the future become embodied in a product offered for sale, lease or licence, by SIPA (i) due to the fact that the Contractor's work hereunder puts the Contractor in a superior position to understand such products, the Contractor agrees that it will not, undertake to reverse engineer such products and it will not participate or assist in any effort to do so; (ii) this shall not be considered a disclosure to the general public.

E. Contractor shall restrict disclosure of information to the minimum number of persons required to enable the Contractor to carry out the Work. The Contractor may discuss with relevant members of staff of the Contractor having special knowledge of

finance, administration and the like, only the information in broad outline not involving any unnecessary disclosure of technical details not essential to the proper conduct of the discussion.

Article 11: Public Release of Information

The Contractor shall obtain the written approval of SIPA concerning the content and timing of news releases, articles, brochures, advertisements, prepared speeches, and other information releases to be made by the Contractor or any of its subcontractors concerning this Contract or the work performed or to be performed hereunder. SIPA shall be given a reasonable time to review the proposed text prior to the date scheduled for its release.

Article 12: Consequences of Force Majeure

A. The purpose of this Article is to establish the consequences of force majeure events preventing either party from complying with any of its obligations under this Contract.

B. As used in this Article, the term "force majeure" refers to events extrinsic to this Contract that are beyond the reasonable control of, and not attributable to negligence or other fault of, the party relying on such events to excuse its failure to perform. The term does not include strikes or other events caused by labor disputes, unless such strikes or other events are part of national or regional disputes.

C. Any party whose ability to perform is affected by a force majeure event shall take all reasonable steps to mitigate the impact of such event.

D. If the effect of a force majeure event is temporary, subject to Paragraph E of this Article, the party so affected shall not be responsible for any consequent delay, and the relevant schedule or time period shall be extended accordingly, if and only if notice of the event is given to the other party within seven (7) days after the event has occurred. At the time of the initial notice of the occurrence of the event, or as soon thereafter as possible, the party affected shall inform the other party of the extent of the delay expected as a result of the event.

E. In the case of one or more force majeure events having a temporary effect on the ability of the Contractor to comply with the schedule in any work package, if the effect is, or will be, to delay such schedule by more than ninety (90) days, or in the case of force majeure events permanently preventing the Contractor from complying with said schedule, SIPA may declare this Contract to be terminated, in whole or in part. In such event SIPA's sole liability shall be to pay the Contractor for work carried out up to the date of termination, including work carried out under any uncompleted task order.

Article 13: Conformance with Law and Governmental Authorizations

The Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing

regulations as they currently exist and may hereafter be amended. The Contractor shall be responsible for obtaining all governmental authorizations necessary for the performance of the Contractor's obligations hereunder. In the event that the Contractor fails to obtain any such authorization as may be necessary to complete any Work, SIPA may at any time terminate the Contract or such element of Work in which event the Contractor shall refund all payments made by SIPA with respect to such work.

Article 14: Termination

A. Termination for Default: SIPA may terminate the contract for cause. If SIPA terminates the contract for cause, it will first give ten (10) days prior written notice to the Contractor, stating the reasons for cancellation, procedures to correct problems, if any, and the date the contract will be terminated in the event problems have not been corrected. In the event this contract is terminated for cause, SIPA will only reimburse the Contractor for accepted work or deliverables received up to the date of termination. In the event this contract is terminated for cause, final payment to the Contractor may be withheld at the discretion of SIP until completion of final audit. Notwithstanding the above, the Contractor may be liable to SIPA for SIPA's damages. If it is determined that the Contractor was not in default then such termination shall be treated as a termination for convenience as described herein.

B. Termination for Convenience: SIPA shall have the right to terminate this contract by giving the Contractor at least twenty (20) days prior written notice. If notice is so given, this contract shall terminate on the expiration of the specified time period, and the liability of the parties hereunder for further performance of the terms of this contract shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination.

C. Immediate Termination: This contract is subject to immediate termination by SIPA in the event that SIPA determines that the health, safety, or welfare of persons receiving services may be in jeopardy. Additionally, SIPA may immediately terminate this contract upon verifying that the Contractor has engaged in or is about to participate in fraudulent or other illegal acts.

D. Termination for Financial Exigency: SIPA shall have the right to terminate this contract for financial exigency by giving the Contractor at least thirty (30) days prior written notice. For the purposes of this provision, a financial exigency shall be a determination made by the Colorado legislature or its Joint Budget Committee that the financial circumstances of SIPA are such that it is in the best interest of SIPA to terminate this contract. If notice of such termination is so given, this contract shall terminate on the expiration of the time period specified in the notice, and the liability of the parties hereunder for further performance of the terms of this contract shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination.

E. In the event that SIPA terminates this contract under the Termination for Convenience or Termination for Financial Exigency provisions, the Contractor is entitled to submit a termination claim within ten (10) days of the effective date of termination.

The termination claim shall address and SIPA shall consider paying the following costs:

1. the contract price for performance of work, which is accepted by SIPA, up to the effective date of the termination.
2. reasonable and necessary costs incurred in preparing to perform the terminated portion of the contract
3. reasonable profit on the completed but undelivered work up to the date of termination
4. the costs of settling claims arising out of the termination of subcontracts or orders, not to exceed 30 days pay for each subcontractor
5. reasonable accounting, legal, clerical, and other costs arising out of the termination settlement.

In no event shall reimbursement under this clause exceed the contract amount reduced by amounts previously paid by SIPA to the Contractor.

F. SIPA shall have the right to terminate this Contract, in whole or in part, at any time and with immediate effect, in any of the following events:

- (1) If the Contractor goes into liquidation, administration, or if its financial position is such that, within the framework of its national law, legal action leading toward liquidation may be taken against it by its creditors.
- (2) If the Contractor resorts to fraudulent practices in connection with the Contract, including, but not limited to:
 - (a) Deceit concerning the nature, quality, or quantity of goods and services required to be rendered under this Contract; or
 - (b) The giving or offering of gifts or remuneration for the purposes of bribery to any person in the employ SIPA, or acting on behalf of any of them, irrespective of whether such bribes or remuneration are made on the initiative of the Contractor or otherwise.
- (3) In the event of such termination, SIPA's remedies shall be the same as in the case of discharge for breach of contract by the Contractor.

Article 15: Applicable Law

This contract shall be governed by the laws of, and adjudicated in, the State of Colorado. The Contractor agrees to comply with all applicable Federal, State and local laws, rules and regulations in its performance hereunder. The parties agree that venue for any action related to performance of this Contract shall be in the City and County of Denver, Colorado.

Article 16: **Dispute Resolution**

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract Representatives shall be referred in writing to a senior departmental management staff designated by SIPA and a senior manager designated by the Contractor. Failing resolution at that level, disputes shall be presented in writing to _____ and the Contractor's chief executive officer for resolution. This process is not intended to supersede any other process for the resolution of controversies provided by law.

Article 17: **Key Personnel**

A. The Contractor agrees that the individual(s) nominated in each Task Order are necessary for the successful completion of the Work to be performed under this Contract.

B. Such Key Personnel shall not be removed from the performance of the Work under this Contract unless replaced with personnel of substantially equal qualifications and ability. SIPA shall have the right to review the qualifications of any proposed replacements and, if for good and sufficient reasons SIPA deems such personnel to be unsuitable, SIPA may require the Contractor to offer alternative candidates where such are available.

C. Notwithstanding its role in approving Key Personnel and their replacements, SIPA shall have no supervisory control over their work, and nothing in this Article shall relieve the Contractor of any of its obligations under this Contract, or of its responsibility for any acts or omissions of its personnel.

Article 18: **Changes**

A. At any time during the period of this Contract, SIPA may request changes in the Work, so long as such changes are within the general scope of the Contract. The Contractor may also propose changes for consideration by SIPA.

B. A change request from SIPA must be identified as such, must be made or confirmed in writing, and must be signed by the Responsible Officer identified in Paragraph A of Article 21 hereof, entitled **Responsible Officers**. If any other conduct by the responsible officer or any other representative of SIPA is construed by the Contractor as possibly constituting a change request or an interpretation of the Contract requirements inconsistent with the Contractor's understanding of those requirements, the Contractor shall promptly notify SIPA and request clarification.

C. Within fourteen (14) days after receiving a change request from SIPA, the Contractor shall submit to SIPA a contract change notice in accordance with the requirements of Paragraph D of this Article. The Contractor may request a longer period to prepare the contract change notice, but the Contractor shall make any request for such a

longer period within seven (7) days after the Contractor receives the change request. SIPA shall not unreasonably withhold its consent to a request for such a longer period, taking into account the nature of the change request, but SIPA may also take into account the impact of such an extension on the performance schedule.

D. Whether submitted in response to a change request initiated by SIPA, or initiated by the Contractor, the contract change notice shall itemize, in a format specified by SIPA, any impact that the change would have on the technical requirements, price, performance schedule, or other terms and conditions of this Contract. Where appropriate, the contract change notice shall also suggest any revised language for the Contract, including any of its Annexes that would be necessary to implement the change.

E. Any claim by the Contractor for adjustment of the technical requirements, price, performance schedule, or other terms and conditions of this Contract, attributable to a change, shall be deemed waived unless asserted in the contract change notice.

F. If the cost of any materials that would be made obsolete as a result of a change is included in the Contractor's claim for adjustment:

- (1) To the extent that such materials have resale, reuse, or salvage value to the Contractor or its subcontractors or suppliers, SIPA shall be entitled to a credit.
- (2) If such materials have no such resale, reuse, or salvage value, SIPA shall have the right to prescribe their manner of disposition.

G. After SIPA receives a sufficiently detailed contract change notice, and after any negotiations with respect to the adjustments claimed by the Contractor, the following outcomes are possible:

- (1) SIPA may decide not to proceed with implementation of the change.
- (2) SIPA may decide to implement the change, in which case:
 - (a) If the parties have reached agreement about the adjustments to be made in the Contract, the Contractor shall proceed with implementation as agreed.
 - (b) If the parties are unable to reach such an agreement, the provisions of Article 16 hereof, entitled **Dispute Resolution**, shall apply.
 - (c) Pending any negotiation, SIPA may direct the Contractor to proceed with implementation of the change, subject to any adjustments subsequently agreed or awarded.

H. SIPA may also direct the Contractor to proceed with implementation of a change prior to preparation of a complete contract change notice, subject to any adjustments subsequently agreed or awarded.

I. SIPA's right to direct the Contractor to proceed with implementation of a change pursuant to Paragraph G(2)(c) or H of this Article shall be subject to the Contractor's ability to do so, taking into account the resources, facilities, supplies, and services available to it, and may also be subject to a stipulated financial limit.

Article 19: Assignment of Contract

A. The Contractor shall not assign or delegate, either in whole or in part, this Contract or any of the Contractor's rights, duties, or obligations hereunder to any person or entity without the prior express written approval of SIPA, which shall be at SIPA's sole discretion.

B. Notwithstanding any conditions under which SIPA may grant such approval, the Contractor shall remain a guarantor to SIPA of the performance of the assigned or delegated duties and obligations in accordance with this Contract and all applicable laws.

Article 20: Responsible Officers

A. The responsible officers of the parties may be changed from time to time by notice to the other party. Until further notice, the Responsible Officer for SIPA shall be _____, and for the Contractor _____.

B. For the purpose of administration of this Contract, any communications between SIPA and the Contractor shall be enforceable and binding upon the parties only if signed by the appropriate Responsible Officers.

C. The Contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of the contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of the Contract shall be effective unless agreed to in writing by both parties in an amendment to the Contract that is properly executed and approved in accordance with applicable law.

Article 21: Communications

A. All notices, reports, invoices and other correspondence to be provided to SIPA or the Contractor pursuant to this Contract shall be sent for the attention of the responsible officers referred to in Paragraph A of Article 20 hereof, entitled **Responsible Officers**, at the following addresses:

SIPA:

CONTRACTOR:

B. All communications pertinent to this Contract shall be made or confirmed in writing, including telegram, telex, or facsimile.

C. All documentation and communications required under this Contract shall be in the English language.

Article 22: Time Limits

Any time limits to which this Contract binds the Contractor or SIPA shall be counted in calendar days from the day following that of the event marking the start of the time limit, and shall end on the last day of the period laid down. When the last day of a time limit is a Saturday or Sunday, or a legal holiday in the country in which the particular contractual performance is required, such time limit shall be extended to the first working day following.

Article 23: Conflict of Interest

During the term of this contract, the Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the Contractor fully performing his/her obligations under this contract.

Additionally, the Contractor acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of SIPA. Thus, the Contractor agrees to refrain from any practices, activities or relationships which could reasonably be considered to be in conflict with the Contractor's fully performing his/her obligations to SIPA under the terms of this contract, without the prior written approval of SIPA.

In the event that the Contractor is uncertain whether the appearance of a conflict of interest may reasonably exist, the Contractor shall submit to SIPA a full disclosure statement setting forth the relevant details for SIPA's consideration and direction. Failure to promptly submit a disclosure statement or to follow SIPA's direction in regard to the apparent conflict shall be grounds for termination of the contract.

Further, the Contractor shall maintain a written code of standards governing the performance of its agent(s) engaged in the award and administration of contracts. Neither the Contractor nor its agent(s) shall participate in the selection, or in the award or administration of a contract or subcontract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent;
2. Any member of the employee's immediate family;
3. The employee's partner; or
4. An organization which employs, or is about to employ, any of the above,

has a financial or other interest in the firm selected for award. Neither the Contractor nor its agent(s) will solicit nor accept gratuities, favors, or anything of monetary value from Contractor's potential contractors, or subcontractors.

Article 24: Insurance - Contractor

During the term of this contract, and any extension(s) thereof, Contractor agrees that it will keep in force an insurance policy or policies, issued by a company authorized to do business in Colorado, in the kinds and minimum amounts specified below.

1. Standard Worker's Compensation and Employers' Liability as required by state statute, including occupational disease; covering all employees on or off the work site, acting within the course and scope of their employment.
2. General, Personal Injury, Professional (where applicable), Automobile Liability (including bodily injury, personal injury and property damage) with minimum coverage of:
 - a. Occurrence basis policy: combined single limit of \$600,000 or Claims-Made policy: combined single limit of \$600,000; plus an endorsement, certificate, or other evidence that extends coverage two years beyond the performance period of the contract.
 - b. Annual Aggregate Limit policy: Not less than \$1,000,000 plus agreement that the Contractor will purchase additional insurance to replenish the limit to \$1,000,000 if claims reduce the annual aggregate below \$600,000.
1. The State of Colorado shall be named as an additional insured on all liability policies (except for Professional liability coverage).
2. The insurance shall include provisions preventing cancellation without thirty (30) calendar days prior written notice to SIPA by certified mail.
3. Upon execution of this contract, the Contractor shall provide to SIPA additional insured endorsements and certificates of the required insurance coverage.
4. The Contractor shall provide such other insurance as may be required by law, or in a specific solicitation.
5. If the Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq. as amended ("Act"); the Contractor shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet the Contractor's liabilities under the Act. Upon request by SIPA, proof of such insurance shall be provided.

Article 25: Maintenance, Monitoring, Audit and Inspection of Records

A. The Contractor shall maintain a complete file of all records, documents, communications, and other written materials which pertain to the operation of programs or the delivery of services under the Contract, and shall maintain such records for a period of three (3) years after the date of termination of the Contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve

any matters which may be pending. All such records, documents, communications, and other materials shall be the property of SIPA, and shall be maintained by the Contractor in a central location and the Contractor shall be custodian on behalf of SIPA.

B. The Contractor shall permit SIPA, the State, Federal Government, or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's records during the term of the Contract and for a period of three (3) years following termination of the Contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof, or to evaluate the Contractor's performance hereunder. The Contractor shall also permit these same described entities to monitor all activities conducted by the Contractor pursuant to the terms of the Contract. As the monitoring agency may in its sole discretion deem necessary or appropriate, such monitoring may consist of internal evaluation procedures, examination of program data, special analyses, on-site checks, or any other reasonable procedure. If a material inaccurate accounting (greater than 5% discrepancy) is uncovered in an audit, the Contractor in addition to correcting such error shall reimburse SIPA for such costs incurred in conducting that audit.

Article 26: Independent Contractor

The Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of SIPA. Contractor shall pay when due all required employment taxes and income tax and local head tax on any monies paid or received pursuant to this Contract. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or a third party provides such coverage and that SIPA does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind SIPA to any agreements, liability or understanding except as expressly set forth herein. Contractor shall provide and keep in force worker's compensation (and show proof of such insurance) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

Article 27: Severability

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term.

Article 28: Permits and Licenses

The Contractor shall procure all permits and licenses, pay all charges, fees and taxes and incidentals that may be required for the lawful prosecution of the work. Any software licenses required will be procured by the Contractor, unless otherwise agreed.

Article 29: Waiver

Any waiver by any party hereto with regard to any of its rights hereunder shall be in writing and shall not constitute or act as a waiver to any future rights, which such party might have hereunder.

Article 30: Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of the Contract and all right of action relating to such enforcement, shall be strictly reserved to SIPA and the Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of SIPA and the Contractor that any such person or entity, other than SIPA or the Contractor, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

Article 31: Governmental Immunity

Notwithstanding any other provision of the Contract to the contrary, no term or condition of the Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, right, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, *et.seq.*, CRS, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of SIPA, the State of Colorado, its department, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101, *et.seq.*, CRS, as now or hereafter amended and the risk management statutes, Section 24-30-1501, *et.seq.*, CRS, as now or hereafter amended.

Article 32: Hardware and Software Ownership

At the conclusion of the Contract, whether under Article 2, Duration and Renewal of Contract, or under Article 14, Termination, SIPA shall own all hardware and software licenses acquired under the Contract that is not explicitly dealt with under Article 7, Rights in Data, Documents and Computer Software or Other Intellectual Property, above.

Article 33: Entire Agreement

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous correspondence, representations, proposals, negotiations, understandings, or agreements of the parties, whether oral or written. The parties also hereby acknowledge that there are no collateral contracts between them with respect to the subject matter hereof.

In the event of conflicts or inconsistencies between the contract and its exhibits, the RFP, or the Proposal, such conflicts shall be resolved by reference to the documents in the following order of priority, unless otherwise indicated in the contract.

- (1) Colorado Special Provisions
- (2) Contract
- (3) Statement of Work
- (4) Request for Proposal
- (5) Contractor's Proposal

IN WITNESS WHEREOF, the parties hereto have signed this Contract in duplicate.

Contractor

SIPA

BY: _____

BY: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SAMPLE TASK ORDER

Exhibit _____

Date: _____ SIPA Fiscal Year: _____ Task Order Letter No. _____

In accordance with Paragraph _____ of contract SIPA and (*contractor's name*) covering the period of (*contract start date*) through (*contract end date*) the undersigned agree that the supplies/services affected by this task order letter are modified as follows:

Task Order Description

The contractor shall perform the task in accordance with (*the following specifications/statement of work*) described in the contractor's task order proposal dated _____, as amended by amended task order proposal dated _____, both of which are hereby incorporated by reference.

Price/Cost

The maximum amount payable by SIPA for (*service/supply*) described above is (\$). The total contract value to include all previous amendments, task orders, etc., is (\$ ____)

Performance Period

The contractor will complete the performance in this task order by _____. This task order is executed pursuant to Paragraph _____ of the original contract. The parties agree that all work shall be performed according to the standards, procedures, and terms set forth in the original contract. In the event of any conflict or inconsistency between this amendment and the original contract, such conflict or inconsistency shall be resolved by reference to these documents in the following order: Special Provisions, original contract, attachments/exhibits to the original contract, this task order letter, attachments/exhibits to this task order letter.

The effective date of this task order is upon approval by SIPA or (*date*), 20____, whichever is later.

Please sign, date, and return all copies of this letter on or before _____ 20____.

Contractor Name:

Statewide Internet Portal Authority:

By: _____
Name _____
Title _____

By: _____ Date: _____
Name _____
Title _____

SPECIAL PROVISIONS

1. INDEMNIFICATION.

The Contractor shall indemnify, save, and hold harmless SIPA, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

2. INDEPENDENT CONTRACTOR. 4 CCR 801-2

THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF SIPA. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY SIPA PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT SIPA DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND SIPA TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY SIPA) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.

3. NON-DISCRIMINATION.

The Contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

4. CHOICE OF LAW.

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution. At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

5. EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 & CRS 24-50-507

The signatories aver that to their knowledge, no employee of SIPA or the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

Effective Date: July 1, 2003